EXHIBIT A

VIRGINIA: IN THE CIRCUIT COURT FOR THE CITY OF VIRGINIA BEACH

BILLY JO HUMPHRIES,

Plaintiff,

v. Case No. CL16-3942

JLG INDUSTRIES, INC.,
OSHKOSH CORPORATION,
UNITED RENTALS, INC.,
and
UNITED RENTALS OF HAMPTON.

Defendants.

FILED VA. BEACH CIRCUIT COURT 2016 AUG 26 AM 10: 16 TINA E. SINNEN, CLERK BY ________ D.C.

COMPLAINT

Now comes Plaintiff, Billy Jo Humphries, and moves this Court for judgment and an award of execution against Defendants JLG Industries, Inc., Oshkosh Corporation, United Rentals, Inc., and United Rentals of Hampton, and alleges as follows:

COUNT I

1. This lawsuit is necessary against Defendants JLG Industries, Inc. ("JLG"), Oshkosh Corporation ("OSHKOSH"), United Rentals, Inc. and United Rentals of Hampton ("UNITED") for the negligent planning, design, construction, distribution, inspection, modification, repair, maintenance, calibration and leasing of a JLG manlift that catastrophically failed and fell causing terrible injuries to Plaintiff, Billy Jo Humphries ("Plaintiff" or "Humphries").

2. On April 2, 2014, Humphries, then age 46, was employed as a rigger and crew leader at Newport News Shipbuilding during the refueling and complex overhaul (RCOH) of the USS Abraham Lincoln, CVN72, an aircraft carrier. At that time, Plaintiff was occupying an elevated basket enclosure of a manlift manufacturered by Defendants

JLG and OSHKOSH, specifically a 600S JLG 2012 telescopic boom manlift, exercising due care, when the two supporting extension wire ropes (cables) inside the fly boom (distal third part of the telescoping boom) failed and broke ["catastrophic event"] and Plaintiff, belted inside the basket, fell 20 to 40 feet, sustaining multiple severe and permanent injuries, including multiple fractures and lacerations to his face, multiple fractures to his spine and multiple fractures to both feet and internal injuries, all of which would have been avoided with proper and reasonable care by Defendants.

3. At some time prior to this catastrophic event referred to in Paragraph No. 2 above, Defendants JLG and OSHKOSH negligently planned, designed, manufactured and sold a Model 2012 JLG 600 S manlift, Serial Number 330016819, Unit Number 10064413 (the "UNIT") either directly or through an intermediary to Defendants UNITED in substantially the same condition the UNIT was in when the UNIT was shipped from the manufacturing facilities of Defendants JLG and OSHKOSH. Thereafter, Defendants UNITED leased, rented, and/or contracted out several manlifts, including the UNIT, to Mid-Atlantic Coatings, Inc., and other contractors hired by Newport News Shipbuilding to overhaul the aircraft carrier with knowledge of the environment in which the UNIT would be used and how it would be used in the drydock area around and about the aircraft carrier.

4. At all relevant times, Defendant JLG was and is a Pennsylvania company authorized to do business in the State of Virginia.

5. At all relevant times, Defendant OSHKOSH was and is a Wisconsin company authorized to do business in the State of Virginia.

6. Upon information and belief, Defendant JLG is a subsidiary of Defendant OSHKOSH.

7. Defendant OSHKOSH is the parent company of Defendant JLG and the two worked in concert to design, assemble, manufacture, test, process, inspect, engineer, distribute, market, and/or sell JLG lifts and all components.

8. Defendant OSHKOSH was involved in the day to day operations of Defendant JLG, and as such is vicariously liable for the negligent acts of JLG.

9. At all relevant times, Defendants UNITED were authorized to conduct business in the State of Virginia.

10. At all relevant times, Defendants UNITED were Virginia legal entities authorized to conduct business in the State of Virginia.

11. Upon information and belief at all relevant times, Defendants UNITED, JLG and OSHKOSH, and each of them, were the agents/employees of these other co-defendants and each of them were at all times acting within the course and scope of said agency, service, and employment.

12. Defendants JLG, OSHKOSH and UNITED, and each of them, by injecting goods into the stream of commerce, caused an act or event to occur in the State of Virginia, out of which the claim which is the subject of this Complaint arises.

13. On information and belief, as part of the rental agreement and as commonly done and directed in the JLG Operation and Safety Manual, and Service and Maintenance Manual, minutes, service bulletins, and other documents provided or published by Defendants UNITED, Defendants UNITED had the duty before and after leasing or renting the UNIT to inspect, service, correct, modify and repair the UNIT for defects and expected wear and tear, and to calibrate the UNIT and to take the UNIT out of service whenever service inspection repairs and calibrations were needed to the UNIT and to rent, lease and contract out and keep the UNIT in a condition without defects.

14. On information and belief, Mid-Atlantic Coatings, Inc. leased the UNIT from Defendants UNITED.

15. At all relevant times, Defendants JLG and OSHKOSH had the duties of an expert manufacturers of the UNIT in the foregoing:

a) Plan, design, develop, test, assemble, construct, manufacture, sell and deliver the UNIT and to avoid exposing Plaintiff to unnecessary risks;

b) Modify the UNIT when it was known or should have been known that the UNIT was dangerous, defective and not fit for the use it was intended;

c) Sell, supply and distribute the UNIT in a safe condition;

d) Incorporate and/or install safety measures and devices to prevent the rapid descent of the boom in the event of the extension and retracting cables breaking or failing;

e) Provide adequate warnings and instructions regarding the operation of the UNIT;

f) Provide adequate instructions and warnings regarding the inspections of the UNIT, to determine if the boom cables were damaged, defective, showing signs of wear and tear or had become frayed or compromised or for various strands of the wire ropes that had become broken along the wire rope at critical junctures;

g) Conduct adequate inspections of the UNIT at the appropriate times;

h) Take reasonable measures, after learning or knowing of dangerous conditions and hazards that existed when those dangerous conditions or hazards became known or should have been known to Defendants including the duty to repair or modify the UNIT and to warn of the conditions, all of which exposed Plaintiff to unnecessary and unreasonable risks of harm and damages.

i) Design the UNIT with a boom that permitted adequate inspection of the cables; and to design a lift boom which could detect compromised cables and that could detect and prevent extension cables from becoming slack or loss of adequate tension under all circumstances and that could prevent the wire ropes from bending, breaking or fouling;

j) Adequately test the design of the UNIT; and,

k) Alert users of the unreasonable dangerous conditions of the UNIT when Defendants knew or in the exercise of reasonable care should have known of such unreasonable conditions.

16. At all relevant times, Defendants JLG and OSHKOSH were negligent and breached the duties above.

17. At all relevant times, Defendants UNITED had the duties of an expert lessor of heavy equipment to:

a) Rent and lease the UNIT in a safe condition;

b) Maintain the UNIT in proper and safe condition;

c) Adequately inspect and repair the UNIT in accordance with manufacturer's instructions, applicable operation and safety manuals, service and maintenance manuals and any laws and regulations and industry standards of an expert lessor of such equipment;

d) Provide adequate warnings and instructions regarding the operation of the UNIT to end users;

e) Provide adequate instructions and warnings to its employees regarding the inspections of the UNIT, to determine if the wire ropes were damaged, defective, showing signs of wear and tear or had become frayed, compromised or determine if various strands of the wire ropes that had become broken along the wire rope at critical junctures;

f) Conduct adequate inspections of the UNIT at the appropriate times;

g) Take reasonable measures, after learning or knowing of dangerous conditions and hazards that existed when those dangerous conditions or hazards became known or should have been known to Defendants to repair or modify the UNIT and to warn of the conditions, all of which exposed Plaintiff to unnecessary and unreasonable risks of harm and damages; and,

h) Foresee and to alert users of the unreasonable dangerous conditions of the UNIT when Defendants knew or in the exercise of reasonable care should have known of such unreasonable conditions.

18. At all relevant times, Defendants UNITED were negligent and breached the duties above.

19. At some time before the catastrophic event, Defendants knew or should have known that other manlifts similar to the UNIT had failed, that is, the cables of other manlifts similar to the UNIT had become worn or damaged within the boom housing enclosures or in fact that the wire ropes had broken when in use and severe and perhaps fatal injuries of other workers and users within their respective baskets had occurred, yet these Defendants took no action nor adequate action to determine the causes or they knew of the causes and did nothing to repair or change or redesign the boom and components of the UNIT, and did not provide service bulletins or other warnings to the purchasers and end users of the devices, thus placing hundreds or perhaps thousands of users, including Humphries, in a dangerous environment.

20. Plaintiff sustained injuries and damages mentioned above and below as a proximate result of the defects in the UNIT and the breach of duties and of the negligence and carelessness of Defendants mentioned above and below, including:

a) The inadequate planning, designing, develop, testing, assembling, constructing, manufacturing, distributing and selling of the UNIT;

b) They failed to modify the UNIT when it was known or should have been known that the UNIT was dangerous, defective and not fit for the use it was intended;

c) The selling, supplying, distributing, renting and leasing of the UNIT in an unsafe condition;

d) They failed to incorporate and/or install safety measures and devices to prevent the rapid descent of the boom in the event the boom cables broke;

e) They failed to provide adequate warnings and instructions regarding the operation of the UNIT in such a manner that could have prevented broken cables from occurring;

f) They failed to provide adequate instructions, training and warnings regarding inspections of the UNIT to determine if the cables were damaged, defective, showing signs of wear and tear, had become frayed or various strands of the wire ropes were broken or otherwise compromised or subject to failure along the cables at critical junctures;

g) They failed to conduct adequate inspections of the UNIT at the appropriate times;

h) They failed to take reasonable measures, after learning or knowing of dangerous conditions and hazards that existed when these dangerous conditions or hazards became known or should have been known to Defendants to repair and/or modify the UNIT and to warn of these conditions all of which exposed Plaintiff to unnecessary and unreasonable risks of harm and damages;

i) They failed to design the UNIT with a boom that permitted adequate inspection of the cables; and to design a lift boom which could detect failing wire ropes and that could detect and prevent wire extension cables and retractor cables from becoming slack under all circumstances and prevent the cables from bending, breaking or fouling;

j) They failed to adequately test the design of the UNIT; and,

k) They failed to alert users of the unreasonable dangerous conditions of the UNIT despite the fact that Defendants knew or should in the exercise of reasonable care have known of such unreasonable conditions.

21. As a result of the aforesaid negligence and carelessness of Defendants, the breach of their duties and the unreasonable defects, Plaintiff was severely injured of body and mind, has incurred or shall continue to incur medical expenses and has been and shall continue to be prevented from transacting his business and daily activities.

COUNT II

22. Plaintiff re-alleges the preceding and following paragraphs.

23. The UNIT was sold and rented, and before Plaintiff was injured, the UNIT was in substantially the same condition as it was when Plaintiff was injured, that is, it was defective and unreasonably dangerous and not safe for its intended uses and Defendants were negligent for marketing and selling the UNIT, all of which resulted in the proximate cause of injuries and damages to Plaintiff.

COUNT III

24. Plaintiff re-alleges the preceding and following paragraphs.

25. On information and belief, Defendants UNITED purchased the subject JLG UNIT from Defendants JLG and OSHKOSH. Defendants UNITED negligently failed to exercise reasonable care to maintain, repair, and inspect the JLG UNIT, and it failed to properly train its employees on proper maintenance, repair, and inspection of the UNIT.

26. Defendants UNITED had a duty to provide properly inspected, maintained, and repaired equipment such as the JLG UNIT leased or conveyed to Mid-Atlantic Coatings and its sub-contractors and employees such as Plaintiff. Defendant UNITED breached these duties when it failed to properly maintain, repair, and inspect the JLG UNIT before employees and sub-contracted employees such as Plaintiff used the UNIT. As a result of the breach of these duties and Defendants UNITED's negligence, Plaintiff suffered serious and disabling injuries, including disfigurement, together with other economic losses – including loss of future earning capacity.

COUNT IV

27. Plaintiff re-alleges the preceding and following paragraphs.

28. On information and belief; the UNIT was never abused nor misused, but used only for its proper uses.

29. At all material times, the UNIT should not have catastrophically failed as described in Paragraph No. 2 above, yet it failed and malfunctioned and as a result of the negligent design, manufacture, inspection, and maintenance by Defendants, Plaintiff was injured as described in paragraphs above and below.

COUNT V

30. Plaintiff re-alleges the preceding paragraphs.

31. The actions of Defendants described above were outrageous, willful and wanton and were in conscious and intentional disregard of and indifferent to the rights and safety of others and Plaintiff, and Defendants knew or should have known the UNIT and other similar manlifts were reasonably likely to cause injury, damage and harm. Defendants' actions and conduct showed a reckless and callous indifference and cavalier disdain for the consequences of their actions or inactions to others including Plaintiff. This conduct justifies an assessment of punitive damages against Defendants to be established by a jury to the extent not less than reasonably calculated to punish these Defendants for their conduct and to deter such conduct in the future.

WHEREFORE, Plaintiff moves the Court for judgment and an award of execution against Defendants, jointly and severally in the sum of $4,350,000.00 in compensatory damages and $665,000.00 in punitive damages with interest thereon from the date of injury until paid and the cost incurred herein.

Plaintiff demands a trial by jury on all issues.

BILLY JO HUMPHRIES

By: [signature]

Stephen C. Swain, Esq. (VSB#12924)
Shuttleworth, Ruloff, Swain
Haddad and Morecock, P.C.
317 30th Street
Virginia Beach, VA 23451
(757) 671-6000
(757) 671-6004 Fax
scswain@srgslaw.com

David H. Wise, Esq. (VSB#30828)
James P. Lukes, Esq. (VSB#73752)
Wise & Donahue, PLC
10476 Armstrong Street
Fairfax, Virginia 22030
(703) 934-6377
(703) 934-6379
dwise@wisedonahue.com
jlukes@wisedonahue.com

Counsel for Plaintiff